

Received copy
25/09/17

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

I.A. NO. OF 2017

IN

SLP (C) NO. 804 OF 2017

IN THE MATTER OF

Karmanya Singh Sareen
& Another

... Petitioners

Vs.

Union of India and Others

... Respondents

AND

IN THE MATTER OF

Internet Freedom Foundation (IFF)
A registered trust through its
Chairman, Mr. Nikhil Pahwa
E-215, Third Floor
East of Kailash,
New Delhi - 110 065

... Applicant

AN APPLICATION FOR INTERVENTION

PAPER BOOK

(FOR INDEX)
(PLEASE SEE INSIDE)

T.V.S. RAGHAVENDRA SREYAS
ADVOCATE FOR THE APPLICANT

INDEX

S. No.	Particulars	Page Nos.
1.	I.A. No. of 2017: An application for intervention with affidavit	1 - 19
2.	ANNEXURE A-1: True copy of the Trust Deed of the Applicant dated 02.05.2016	20 - 38
3.	ANNEXURE A-2: True copy of the resolution dated 04.06.2016 passed by the Board of Trustees of the Applicant	39 - 41
4.	ANNEXURE A-3: True copy of the Deed of Adherence dated 10.08.2016	42 - 43
5.	ANNEXURE A-4: Profile of Trustees of the Applicant	44 - 46

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

I.A. NO. OF 2017

IN

SLP (C) NO. 804 OF 2017

IN THE MATTER OF

Karmanya Singh Sareen
& Another

... Petitioners

Vs.

Union of India and Others

... Respondents

AND

IN THE MATTER OF

Internet Freedom Foundation (IFF)
A registered trust through its
Chairman, Mr. Nikhil Pahwa
E-215, Third Floor
East of Kailash,
New Delhi - 110 065

... Applicant

AN APPLICATION FOR INTERVENTION

TO

THE HON'BLE THE CHIEF JUSTICE
AND HIS COMPANION JUSTICES OF
THE HON'BLE SUPREME COURT OF INDIATHE HUMBLE PETITION OF THE APPLICANT
ABOVENAMED

MOST RESPECTFULLY SHEWETH:

1. The instant Application is being filed by the Applicant above named seeking the permission of this Hon'ble Court

to intervene in the aforementioned Special Leave Petition. The captioned Petition has been filed by the Petitioners against the Final Judgment and Order dated 23.09.2016 passed by the High Court of Delhi at New Delhi in W.P. (C) No. 7663/2016, whereby their Writ Petition was partly allowed and certain directions were issued to protect the interests of the users of "WhatsApp". Furthermore, the High Court directed Respondent Nos. 1 and 5 to consider the issues regarding the functioning of Internet Messaging Applications such as "WhatsApp".

2. That by its order dated 16.01.2017, this Hon'ble Court was pleased to issue notice on the subject Special Leave Petition. By its further order dated 05.04.2017, this Hon'ble Court was pleased to post the matter for hearing before a Constitution Bench, which has since been seized of the matter.
3. The Applicant, the "Internet Freedom Foundation" [hereinafter "IFF"] is a registered Trust, bearing No. IN-DL441961378996190, under the provisions of the Indian Trust Act, 1882. Mr. Nikhil Pahwa is the current Chairman of the Applicant and is authorized to sign and file the present Application by virtue of the Trust Deed. True copy of the Trust Deed of the Applicant dated 02.05.2016 is annexed herewith as ANNEXURE A-1 (Page Nos. 20 to 38). True copy of the Resolution dated 04.06.2016 passed by the Board of Trustees of the Applicant is annexed herewith as ANNEXURE A-2 (Page Nos. 39 to 41). True copy of the Deed of Adherence dated 10.08.2016 is annexed herewith as ANNEXURE A-3 (Page Nos. 42 to 43).

4. That the Applicant is a non-profit organisation that has been established to promote the rights of Indian Internet users before policymakers, regulators, courts, and the wider public sphere, with a specific focus on issues concerning freedom of speech, privacy, net neutrality and freedom to innovate. It was formed as a volunteer organization on the basis of the "SavetheInternet.in" campaign on net neutrality. The campaign for net neutrality composed of volunteers from across India who were lawyers, engineers, policy professionals, journalists, and academics who had been working on issues of law, technology and policy related to the Internet. These volunteers had organized and established the Applicant trust to work on issues of privacy, free speech, network neutrality, and innovation on the Internet.
5. That the present board of trustees of the Applicant comprises of diverse and accomplished professionals, who are experts in field of Internet, law, public policy, and community engagement. The Applicant's trustees share an interest and expertise on Internet policy issues. It is submitted that at present, all the trustees are volunteers to IFF, who work part time, and do not draw any salaries. The names and professional expertise of the Applicant's trustees are given below:

No.	Name	Profession
1.	Apar Gupta	Advocate
2.	Aravind Ravi Sulekha	Engineer
3.	Karthik Balakrishnan	Engineer

- | | | |
|----|-----------------------|----------------------------------|
| 4. | Nikhil Pahwa | Journalist |
| 5. | Kiran Jonnalgadda | Startup Founder |
| 6. | Rachita Taneja | Activist |
| 7. | Raman Jit Singh Chima | Advocate and Policy Professional |
| 8. | Rohin Dharmakumar | Journalist and Entrepreneur |

A Profile of Trustees of the Applicant are annexed herewith as ANNEXURE A-4 (Page Nos. 44 to 46).

6. That as per the trust deed, the objectives of the Applicant Trust include,

“(b) to create awareness among general public about the Constitution of India and the rights of citizens enshrined therein, human rights of all peoples, through campaigns, shows and other interactive medium;

(j) to advocate and promote the use of open source software, encryption, security research, file sharing tools, civil liberties and a world of emerging technologies which further the values of the Constitution of India;

(k) to advocate and defend freedom of speech, privacy, innovation, rights to access of information which furthers the freedom of

speech and expression under the Constitution of India;

(l) To provide legal assistance, support organisations in research and advocacy on the Trusts objects contained."

7. That as part of its work on net neutrality, the Applicant started the "SavetheInternet.in" campaign that countered the commercial practices of some telecom and Internet companies, which intended to limit the true scope and breadth of the Internet to a handful of websites. This would have decreased the diversity of content, as well the ability of individuals and small companies to use the internet, to not only access, but to provide information. *Inter alia*, based on 1.2 million signatures of Indians sent through the SavetheInternet.in platform, the Telecom Regulatory Authority of India [hereinafter 'TRAI'], Respondent No. 5 herein, made a regulatory intervention by prohibiting such practices under the Differential Tariff Regulations, 2016 in exercise of powers under Section 36(1) read with Sub-clause (i) of clause (b) of Section 11 of the Telecom Regulatory Authority of India Act, 1997 [hereinafter 'TRAI Act'].
8. That apart from this, the Applicant has filed an application for impleadment and/or intervention in the Hon'ble High Court of Delhi in W.P. (C) No. 1021/2016 "Laksh Vir Singh Yadav vs Union of India & Ors", a case related to the creation of the "Right to be Forgotten" in India. The Hon'ble High Court of Delhi was pleased to issue notice on the Applicant's application on 19.09.2016 and arguments on the intervention will be heard after pleadings are complete.

9. That the Applicant has further contributed to over five TRAI consultations, by writing responses to the same, and has provided additional expert oral inputs, through its trustees, to Respondent No. 5 (TRAI), Parliamentary Standing Committees, and other authorities. The Applicant also runs educational and online advocacy efforts and has provided a platform, "<https://keepusonline.in>", for users to increase their understanding on issues such as incidents of the internet being shut down in India and take down action, which has been endorsed by over fifteen thousand citizens and about a hundred organisations.
10. In addition to its trustees, the Applicant has volunteers from across the country, including experts from diverse fields such as telecommunications, academia, law, technology development, and entrepreneurship, who have chosen to donate their time and expertise to the Applicant's mission. The Applicant has helped co-organise the "privacyisaright.in" platform, which collected several hundred endorsements from experts and other individuals keen to defend and further the right of all Indian citizens to privacy.
11. That the Applicant and its trustees herein, are accomplished professionals and have achieved significant success in their respective fields. As it is evident from the record, the Trustees have been involved in various digital rights' causes. It is humbly submitted that the instant case raises substantial questions of law centred around privacy, data sharing and data protection, the rights of digital users, and the freedom of speech and expression online. It is further

submitted that reliefs and directions prayed for, concern the public interest and the fundamental rights of Indian citizens vis-à-vis the Internet medium. Moreover, the Applicant believes that the outcome of the instant proceedings has overarching ramifications on the rights of internet users, the obligations of Internet Messaging Applications, and the future of data protection regulation in India. Thus, the issues falling squarely within the mission and activity of the Applicant, the instant Application seeks the leave of this Hon'ble Court to intervene in this Petition to assist it on the aforesaid issues, which have been elaborated below.

12. At the very outset, the Applicant submits that the right to privacy is a fundamental right that is implicit in the right to life and personal liberty protected under Article 21 of the Indian Constitution. It may be considered by this Hon'ble Court that regardless of the pendency of the reference to the Constitution Bench on the constitutional status of the right to privacy in *K.S. Puttuswamy vs Union of India*, (2015) 8 SCC 735, the privacy of Indian citizens and internet users needs to be protected in recognition of the legal right to privacy and data protection.
13. It is submitted that the contours of the right to privacy include the right to be left alone; the right to respect for private and family life, home, and correspondence; protection against intrusion and surveillance; and a recognition of an individual's decisional autonomy. This Hon'ble Court has repeatedly recognised the idea that the right to privacy deals with "persons and not places", including in *District Registrar & Collector vs, Canara Bank*, (2005) 1 SCC 496.

14. In view of the same, and in the present context, it is submitted that privacy would include not just the protection of the contents of our conversations and communications over "WhatsApp", but also the protection of the users' metadata (i.e., data about data). The metadata provides additional information or context to the messages that are corresponded through any Internet Messaging Application, such as the title, author, size, conditions of storage of the data, call detail records etc. In the instant case, thus, the metadata of WhatsApp users' would include their profile name, phone number, display picture, status message, device and location information, and log records, which are being shared with Facebook in the present case.
15. It is submitted that access, and sharing of, metadata of WhatsApp users in India by private actors such as Respondent Nos. 2 to 4, affects their right to privacy. Although, such access to metadata may be permissible in certain cases, the purpose and terms thereof must be spelt out clearly by Respondent Nos. 2 to 4 in their privacy policy to users, which is compliant with Indian law and standard data protection norms, and is subject to regulatory oversight. That apart, the Indian laws, including the Information Technology Act, 2000 [hereinafter 'IT Act'] and the Code of Civil Procedure, 1908 (as amended by the Commercial Courts, Commercial Division and Commercial Appellate Division of High Courts Act, 2015) contains limited recognition of, and regulates access to, metadata of users.

16. It is submitted that the present petition demonstrates the significance of the right to privacy in the digital era, and the problems caused by the absence of a data protection framework or a privacy law in India. India is one of the few countries in the world that has not ~~enacted any privacy or~~ data protection legislation. Although, there have been several attempts to introduce a comprehensive legislation on Privacy in India, no such Bill has ever been introduced in Parliament nor have the authorities conducted any pre-legislative consultation on the subject. Consequently, there are no privacy norms that statutorily govern the actions of private actors such as Respondent Nos. 2-4, nor are there any defined circumstances under which the State or private actors may lawfully interfere with an individual's digital rights and freedoms.
17. Significantly, the erstwhile Planning Commission constituted a 'Small Group of Experts' under the Chairmanship of Justice A. P. Shah (Retd.), Former Chief Justice, Delhi High Court, to identify the privacy issues and prepare a paper to facilitate the enactment of Privacy Bill, on 26.12.2011. After a detailed deliberation, the "Report of the Group of Experts on Privacy" was submitted to the Planning Commission, wherein the Experts recognised and recommended nine globally-accepted privacy principles that should form the foundation of a data protection regime in India. These comprise of the following:
- a) **Notice:** of information practices to be given by the data controller (e.g. WhatsApp) during collection of information;

- b) **Choice and Consent:** to be provided to users through *opt in/opt out* provisions and only after proper notice has been given;
 - c) **Collection limitation:** limiting the amount of personal information that can be collected from the data subject (the user) by the data controller (e.g. WhatsApp);
 - d) **Purpose limitation:** which limits the use of data collected and processed by the data controller only for the purpose specified
 - e) **Access and Correction:** that allows users to access, verify, and correct personal information about them held by the data controller;
 - f) **Disclosure of information:** which obliges the data controller to provide notice and seek informed consent from the user before disclosing their personal information to third parties, which are also bound by the relevant privacy principles;
 - g) **Security:** requiring the data controller to enact safeguards to prevent unauthorised access, use, modification, disclosure etc.
 - h) **Openness:** of internal privacy policies and practices of the data controller in a transparent manner that is accessible and understandable to all users; and
 - i) **Accountability:** of data controllers to ensure their compliance with these privacy principles.
18. That the privacy principles elaborated above are part of a general consensus amongst countries on internationally accepted privacy principles, whether it is the APEC Privacy Framework of 2005, the OECD Privacy Principles of 2013, or the European Union's legal instruments on data protection

(the earlier Directive 95/46/EC, the new 2016 General Data Protection Regulation, and the e-Privacy Directive). Most Common Law jurisdictions too, have enacted data protection or privacy laws, recognising some or all of these principles. These include the UK Data Protection Act of 1998, the Australian Privacy Act of 1988 (as amended by the Privacy Amendment Enhancing Privacy Protection Act 2012), the Canadian Personal Information Protection of Electronic Documents Act 2000 (as amended by the Digital Privacy Act of 2015), and the Personal Data (Privacy) Ordinance (Cap. 486 of the Laws of Hong Kong) of 1996.

19. It is submitted that the unilateral actions of Respondent Nos. 2-4 and the change in the terms of WhatsApp's privacy policy elaborated in the captioned petition raise important questions of their compliance with these privacy principles, specifically with the principles of (effective and informed) consent, collection and purpose limitation, disclosure of information, and accountability. They highlight the problems caused by the failure of Respondent No. 1 and 5 to enact a specific privacy and/or data protection law or to take actions under the current legislative framework to regulate the functioning of Internet Messaging Applications such as those provided by Respondent Nos. 2 to 4. The Applicant craves the leave of this Hon'ble Court to rely and refer to these principles and other international standards/norms to assist this Hon'ble Court on the questions of law raised in the captioned Special Leave Petition.
20. It is submitted that in most jurisdictions across the world, the statutory data protection regime has created a "Data

Protection Authority", whether in the form of an Information Commissioner with responsibilities for data protection (e.g. England and Australia), a Privacy Commissioner (e.g. Canada and Hong Kong), or a Commissioner for Data Protection (e.g. in Germany at the state level such as the Hamburg Commissioner). At the pan-European level too, there exists the EU Data Protection Supervisor ["EDPS"] and the "Article 29 Working Party" (comprising of representatives of the national data protection supervisory authorities in the Member States, the EDPS, and the European Commission). In the United States, the Federal Trade Commission looks at issues relating to consumer privacy, in addition to privacy and data protection laws at the State levels. These Data Protection Authorities are specialised agencies tasked with resolving consumer complaints, and more importantly, independently examining issues pertaining to data protection, data privacy, openness of data controllers, and upholding and protecting information rights. In many cases, the Data Protection Authorities would directly engage with data controllers such as Respondent Nos. 2-4. Thus, in recognition of the need for specialised agencies and the complexity of the issues pertaining to data privacy, the role of the courts in these countries is limited and comes at a later stage, for instance, when the decision of the Data Protection Authority is appealed against. In India, on the other hand, the lack of any Data Protection Authority has left citizens remediless in case of any breach or violation of data, with no option but to try and seek relief through writ remedies before this Hon'ble Court and the High Courts.

21. In view of the aforesaid, the Applicant agrees with the Petitioner that there is an urgent need to bring into existence a statutory law or a regulatory framework to ensure the privacy of users online, and in their use of Internet Messaging Services. This is particularly important given the developments in big data that have made large-scale and efficient data collection, storage, processing, and use possible. It is submitted that directions may be issued to Respondent Nos. 1 and 5 to consider framing new regulations/guidelines under the existing statutory regime to provide a foundational basis and theoretical clarity to the right to privacy and to give effect to the various privacy principles, which will determine the nature of interaction between data subjects (users) and data controllers (such as WhatsApp).
22. That given the absence of any statutory or regulatory regime, the Applicant submits that any directions that may be passed in this matter should only be temporary in nature in view of the complexity of issues involved, *inter alia* - the frequent updates and changes in technological products and services and the development of big data analytics - all which requires constant oversight and regulatory supervision. Given the recent media reports - suggesting that the Government of India is in the process of enacting a data protection law - it is expected that wide consultations may be held to obtain comments/views from various stakeholders who are at present not represented before this Hon'ble Court.
23. Further, the Applicant strongly contests the arguments advanced by the Petitioner that Internet Messaging Services

constitute "telecommunication services" under Indian law. It is humbly submitted that Internet Messaging Services are not within the purview of the Telegraph Act and are instead, at presently governed under the Information Technology Act, 2000.

24. It is the admitted position of Respondent Nos. 1 and 5, even before the Delhi High Court, that the functioning of internet service providers is regulated under the TRAI Act, 1997 and the regulations made thereunder. On the other hand, the Internet Messaging Applications (such as Respondent Nos. 2-4) have not yet been brought within the purview of the statutory telecom regulatory framework. This stand has also been acknowledged by an expert committee constituted by Respondent No. 1 in August 2015, to produce a report on network neutrality.
25. Section 4 of the Telegraph Act of 1885 clarifies that the scope of regulatory power for the Union Government pertains to "telegraphs", which are further defined under Section 3(1AA) of the Telegraph Act. It is submitted that the definition of "telegraph" would not include Internet Messaging Services (such as WhatsApp and Facebook), which telecommunication providers describe as being "Over-The-Top" [hereinafter "OTT"] services that are provided over the top layer of the network and are carried over the facilities provided by the licensed telecom service providers. OTT services are the subject matter of a TRAI consultation paper of March 2015.
26. That support for the aforesaid proposition can also be found in the contents of the Unified Service License, which does

not include Internet Messaging Services within its scope, if not provided by a telecommunications service provider. The Unified Service License indeed would treat such services as Internet content related traffic.

27. It is thus submitted that the current language of the Telegraph Act and the TRAI Act do not provide any legislative sanction for any regulatory action over Internet content, including Internet Messaging Services to either Respondent Nos. 1 or 5. Any change in *status quo* would have a deep impact on the rights under Article 19(1)(a) of the Constitution since it would mean that offering any Internet Messaging Service or any other online platform would then potentially require a telecom license, which would not only increase entry costs to Internet creators but also go against global best practices followed by most democratic nations with respect to Internet applications.

28. In addition to the aforesaid submissions, the Applicant submits that this Hon'ble Court may issue notice to the Ministry of Electronics & Information Technology [hereinafter "MeitY"] inasmuch as it is the concerned nodal ministry for aspects relating to the IT Act, in accordance with the Allocation of Business Rules [as modified vide Amendment series No.327 dated 16.07.2016]. It is submitted that the subject matter of Internet Messaging Services, as with other Internet content and ICT applications related issues, falls currently within the competence and purview of MeitY, and the role of Respondent No. 1 [i.e., the Secretary, Ministry of Communications (Department of Telecommunications)] is limited to telecommunication services.

29. It is further submitted that the present petition raises important issues on the regulation of Internet Messaging Applications such as Respondent Nos. 2-4. However, any decision by this Hon'ble Court will have a far reaching effect on the functioning of all OTT services, whether Video on Demand, Voice over ~~Internet Protocol (VoIP)~~, mobile messaging etc.
30. The Applicant is representing the interests of part of the internet community in India. That considering the significance and constitutional importance of this matter, the Applicant craves leave of this Hon'ble Court to intervene and be permitted to make submissions before this Hon'ble Court on the propositions that maybe formulated.
31. That no prejudice will be caused to the parties if the Applicant is permitted to intervene in this matter.
32. This application is made *bonafide* and in the interests of justice and it is therefore submitted that the Applicant should be permitted to intervene in the present Special Leave Petition and assist this Hon'ble Court on the questions of law raised.

PRAYER

In the premises it is most respectfully prayed that this Hon'ble Court may be pleased to:

- a. Permit the Applicant to intervene and assist this Hon'ble Court in the present Special Leave Petition; and
- b. Pass any other order or direction as this Hon'ble Court may deem just and proper in the facts and circumstances of the instant case and in the interest of justice.

AND FOR THIS ACT OF KINDNESS THE APPLICANT AS
IN DUTY BOUND SHALL EVER PRAY

Filed By:

Drawn By: Vrinda Bhandari, Advocate

T.V.S. RAGHAVENDRA SREYAS
ADVOCATE FOR THE APPLICANT

Drawn on : 23.04.2017
Filed on : 25.04.2017

IN THE SUPREME COURT OF INDIA

CIVIL APPELLATE JURISDICTION

I.A. NO. OF 2017

IN

SLP (C) NO. 804 OF 2017

IN THE MATTER OF

Karmanya Singh Sareen
& Another

... Petitioners

Vs.

Union of India and Others

... Respondents

AND

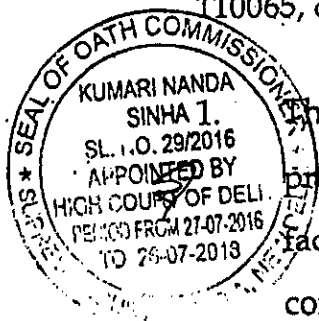
IN THE MATTER OF

Internet Freedom Foundation (IFF)

... Applicant

AFFIDAVIT

I, Nikhil Pahwa, son of Mr. P.K. Pahwa aged about 36 years, the present Chairman of the Internet Freedom Foundation, having its registered office at E-215, Third Floor, East of Kailash, New Delhi 110065, do hereby solemnly affirm and state as under:



1. That I am the Chairman of the Applicant Trust in the present application and as such am conversant with the facts and circumstances of the case and hence I am competent to affirm this affidavit.

2. The contents of paras 1 to 32 of the application for intervention are facts true and correct as borne from the records of the case and information received and believed

to be true and correct are based on legal advice received and believed to be true and correct.

- 3. The annexures filed along with the applications are true copies of their respective originals.

Nikhil Pal

DEPONENT

VERIFICATION

Verified on this ... 24thday of April, 2017 at New Delhi...that the contents of the above affidavit are true and correct to the best of my knowledge and belief and that no part of it is false and nothing material has been concealed there from

Nikhil Pal

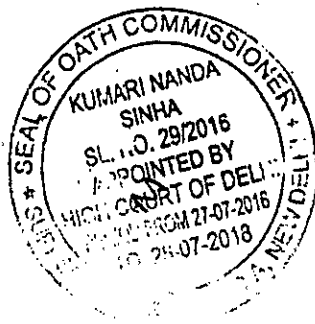
DEPONENT

Identified by me

N

(N-281 VINOD)
D/3580/2012

I IDENTIFIED THE DEPONENT WHO
HAS SIGNED IN MY PRESENCE
NAME.....
OCCUPATION.....
SIGNATURE.....



ATTESTED
Nikhil Pal
OATH COMMISSIONER
SUPREME COURT OF INDIA
NEW DELHI
24/04/17

ANNEXURE A-1

TRUST DEED

THIS DEED OF TRUST ("Trust Deed") is made at New Delhi on this 2nd day of May 2016,

BY

Ms. Mani Gupta daughter of Mr. Kamlesh Gupta resident 474, Mandakini Enclave, Alakananda, New Delhi-110019, (hereinafter referred to as the "Settlor" (which expression shall, unless excluded by or repugnant to the subject/context, be deemed to include its heirs, executors, administrators assigns and representatives)

IN FAVOUR OF

1. Mr. Apar Gupta, son of Mr. Mukesh Gupta, resident of 124-G, Central Avenue, Sainik Farms, New Delhi - 110062,
2. Mr. Raman Jit Singh Chima, son of Mr. G.S. Chima, resident of D-II/70 Kaka Nagar, New Delhi-110003.
3. Mr. Nikhil Pahwa, son of Mr. P. K. Pahwa, resident of 20-A Rajpur Road, Civil Lines, Delhi-110054.

(hereinafter sometimes collectively referred to as the "Trustees" and individually as "Trustee" which expression shall, unless excluded by or repugnant to the context hereof, be deemed to include the Founder Trustees for the time being in office or their successors in office nominated in accordance with this Trust Deed).

WHEREAS:

1. The Settlor is desirous of settling a public trust by setting apart and establishing a fund for the objects and purposes expressed in this Trust Deed.

2. The Settlor has approached the Trustees, who are distinguished individuals with a desire to do public good, to act as trustees of the present trust. The Trustees have, at the request of the Settlor, agreed to act as Trustees of these presents upon the terms and provision herein contained.
3. The Settlor is desirous of settling on the Trust (defined below) a sum of Rs 10,000 (Rupees ten thousand) to be utilised for public charitable purposes set out in these presents.
4. The Settlor or third parties may contribute further sums of money and/or property to the Trust from time to time and the Trustees shall be responsible for carrying out the directions of the Settlor as contained in these presents or as may be modified.

NOW THIS DEED WITNESSETH AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION:

1.1. DEFINITIONS

"Board of Trustees" shall have the meaning as in Clause 2.5

"Deed of Adherence" shall have the meaning as in Clause 2.13(a)

"Event of dissolution" shall have the meaning as in Clause 8.1

"Founder Trustees" shall have the meaning as in Clause 2.9

"Initial settlement" shall have the meaning as in Clause 2.1

"Law" means any statute, law, regulation, ordinance, rule, judgment, notification, rule of common law, order, decree, bye-law, permits, licenses, approvals, consents, authorizations, government approvals, directives, guidelines, requirements or other governmental restrictions,

or any similar form of decision of, or determination by, or any interpretation, policy or administration, by any authority having jurisdiction over the matter in question, whether in effect as of the date of this Trust Deed or thereafter.

"Trust Fund" shall have the meaning as in Clause 1

"Trust" shall mean the Internet Freedom Foundation.

2. INTERPRETATION

- 2.1. In order to put into the effect the stated object of creating and establishing a public trust, the Settlor has delivered to and made over to the Trustees a sum of Rs. 10,000/- (Rupees Ten Thousand only) with the intent to part with all its rights, title, interest and claims therein and vest the same in the Trustees to have and to hold the same (which shall be referred in this document as the "Initial Settlement").
- 2.2. The Trustees shall hold and stand possessed, in trust, of the Initial Settlement and all other sums and properties that may from time to time form part of the Trust hereinafter declared, subject to the powers, provisions, agreements and declarations hereinafter contained in this Trust Deed.
- 2.3. The Trustees hereby affirm and confirm the receipt of the said sum of Rs. 10,000/- (Rupees Ten Thousand only) in form of Cheque No. 000007 drawn on 28.04.2016
- 2.4. The name of the trust settled under these presents shall be: "INTERNET FREEDOM Foundation". Provided, however, that the Trustees may change/ modify/ alter the name of the Trust to ensure compliance with the terms of any license or other agreement or, under applicable law or any governmental or judicial order or otherwise.
- 2.5. The registered office of the Trust shall be situated at E-215, Third Floor, East of Kailash, New Delhi 110065 or such other place as may be decided by the Trustees from time to

time. Provided that the Trustees shall not be required to execute a deed of amendment for changing the registered office. Provided further that, subject to applicable law, a resolution signed by the Chairman of the Board of Trustees shall constitute sufficient proof of such change of registered office.

- 2.6. The Board of Trustees may open branches or other offices for the purpose of the Trust to carry on all or any activities of the Trust.
- 2.7. The area of operation of the Trust shall be the whole of India.
- 2.8. The Trustees shall be responsible for the management of the affairs and properties of the Trust and shall constitute its board of trustees ("Board of Trustees"). The administration of the Trust and the control, regulation, management and application of the Trust Fund shall as far as reasonably possible be in the entire and unfettered discretion of the Trustees and the Trustees may, at any time, make, vary and rescind any rules for such administration, control regulation and management.
- 2.9. The following persons are the Founder Trustees of this Trust ("Founder Trustees"):

<u>NAME OF TRUSTEE</u>	<u>SPECIMEN SIGNATURE</u>
Mr. Apar Gupta	
Mr. Raman Jit Singh Chima	
Mr. Nikhil Pahwa	

- 2.10. No person shall be eligible to become a Trustee if he/she/it is:

- (a) an un discharged insolvent; or
- (b) convicted of an offence involving moral turpitude;

- (c) of unsound mind; or
- (d) a minor.

2.11. The Founder Trustees shall continue to act as such during the term of their natural life unless he/she/it vacates the office on account of resignation under Clause 3.9 hereof or is disqualified from holding such office on account of any of the grounds in Clause 3.8 hereof.

2.12. Number of Trustees:

The number of Trustees at any point of time during the continuation of this Trust shall not be less than two (2). The Trustees shall elect from among them one Chairman who shall hold office for a period of three (3) years, unless he resigns or refuses to act as the Chairman or otherwise ceases to be a Trustee.

2.13. Appointment of New Trustees:

- (a) The appointment of a person as a new trustee shall be affected by the Trustees by executing a deed of adherence with the new trustee substantially in the form attached in Schedule 1 hereto ("Deed of Adherence").
- (b) Powers of new trustee: Every new trustee shall have the powers, authorities and discretion, and shall in all respects act and be liable as if originally appointed as a trustee under this Trust Deed. Provided however, a new trustee shall not be held liable for any act or omission of the previous Trustee.
- (c) The power of appointing and removing new/ additional trustees shall be vested in the Trustees and all such appointments shall be made in writing and the Trustees shall, in making such appointments, comply with the provisions of this Trust Deed. It is provided that any appointment, substitution, nomination of additional trustee

may be effected by an appropriate decision in that behalf and shall not require the amendment of this Trust Deed or the execution of a supplemental deed other than the execution of Deed of Adherence. The trustee holding office as such from time to time shall be bound by the provisions of this Trust Deed as if he was a party hereto and he had actually executed the provisions of this Trust Deed.

2.14. Termination of Trusteeship: A person shall cease to be a Trustee if:

- (a) if, being a natural person, he dies or being an artificial/juristic person, is wound up or dissolved in accordance with Law;
- (b) he is found to be of unsound mind by a court of competent jurisdiction;
- (c) he has applied to be adjudicated as an insolvent;
- (d) he is adjudged an insolvent;
- (e) he is convicted by a court of any offence involving moral turpitude and sentenced in respect thereof to imprisonment for not less than six (6) months,
- (f) he resigns from the office of the trustee; or
- (g) being a Trustee appointed for a specified period and/or a specified purpose, on the expiry of the said period or on fulfillment of that purpose.

2.15. Resignation:

Any Trustee may resign from the office of Trustee, at any time, by giving a notice of one (1) month without assigning any reason for the same. Such Trustee shall not be responsible for any costs occasioned by such resignation.

2.16. Vesting of Trust Property:

On the appointment of an additional Trustee, and on such person accepting the appointment, the Trust Fund shall automatically vest in him along with the other Trustees for the time being and he will be entitled to carry out all the duties and functions of a Trustee as set forth hereunder

without executing any additional deed or document.

2.17. Capacity to be Sued:

The Board of Trustees through the Chairman shall be entitled to sue and be sued in the name of the Trust.

2.18. The objects which the Trust shall pursue are as follows:

- (a) To create a public platform for policy making through creating awareness about legislative and regulatory processes and facilitating wider participation of the members of the general public on policy and legislative agenda.
- (b) To create awareness among general public about the Constitution of India and the rights of citizens enshrined therein, human rights of all peoples, through campaigns, shows and other interactive medium.
- (c) To conduct research, collect data and information on and spread awareness regarding various proposed and existing government policies, and legislative changes through research, information dissemination, education and engagement with members of the general public, members of Parliament ("MPs"), members of legislative assemblies ("MLAs") and other stakeholders including private and public organisations.
- (d) To track the functioning of the various governmental authorities, departments, ministries, constitutional authorities, the Indian Parliament and legislative assemblies and work with MPs and MLA's across political parties and with government officers.
- (e) To publish concise analysis of bills introduced in parliament, background research notes on issues of national importance, statistics, graphs and data analysis on legislative activity and legislation.
- (f) To hold interactive sessions, events, seminars, lectures, for the exchange of ideas on key policy issues between representatives of government agencies, parliamentarians, legislators and experts in relevant fields on issues of importance prior to or after a legislative session.

- (g) To build and support tools and measures by deploying technology to further the objectives of the Trust.
- (h) To collaborate with government, NGOs, public sector, corporate, local institution, or otherwise, which may seem conducive towards the attainment of Trust's objectives.
- (i) To carry out any other similar object of general charitable nature that the Trustees may deem fit.
- (j) To advocate and promote the use of open source software, encryption, security research, file sharing tools, civil liberties and a world of emerging technologies which further the values of the Constitution of India.
- (k) To advocate and defend freedom of speech, privacy, innovation, rights to access of information which furthers the freedom of speech and expression under the Constitution of India.
- (l) To provide legal assistance, support organisations in research and advocacy on the Trusts objects contained.

2.19. If any one or more objects specified in this Clause 4 are held not to be objects of a public charitable nature, the Trustees shall not carry out such object or objects, as if the same were not incorporated in this Trust Deed.

2.20. The Trustees shall ensure that the activities of the Trust shall be carried out and available for all the persons irrespective of their caste, creed, age, sex, or religion.

2.21. The funds and properties of the Trust ("Trust Fund") shall consist of the following:

- (a) the Initial Settlement;
- (b) any gift, donation, endowment or settlement received by the Trust, in cash or kind, for meeting its objectives by the Settlor or any other person;
- (c) any property movable and/ or immovable acquired by the Trust for meeting its objectives; and
- (d) any income of the Trust including surplus, accretions, and any other payments received for the activities carried out by the Trust.

- 2.22. The Trust Funds and the management and control of the Trust shall be vested in the Board of Trustees, with full power and absolute authority in a manner that is consistent with the objects of the Trust and the rules, regulations and bye laws of the Trust, as may be framed by the Board of Trustees from time to time, and with the provisions of any other central or state legislation, as may be applicable. In an event of conflict between this Trust Deed and the rules, regulations and bye laws of the Trust, provisions of this Trust Deed shall prevail.
- 2.23. The Board of Trustees shall hold, manage and administer the Trust Fund for the benefit of the public at large, consistent with the objects of the Trust.
- 2.24. The Trust Funds shall be solely utilized and applied towards the promotion of the aims and objects of the Trust as set forth in this Deed and no profits shall be transferred to any Trustee, whether past or present or to any person claiming through any one or more of the present or past Trustees directly or indirectly. Provided that this Clause does not in any way preclude the Trust from making payments to any Trustee who in his/ her/ its professional capacity renders a professional service to the Trust or payments by the Trust to any of the Trustees on account of any expenses that may have been reasonably and legitimately incurred by such Trustee in connection with the discharge of functions under this Deed, including reasonable travelling expenses, as have been approved by the Board of Trustees. [It is clarified that the Trustees shall not be eligible to receive any remuneration for their services.]
- 2.25. No Trustee whether past or present shall have any claim over the Trust Funds by virtue of his being a Trustee.
- 2.26. In the event that the income from the Trust Fund in a particular year is not utilized fully, the unspent portion shall, subject to the applicable Law including Income Tax Act, 1961, be carried over to the next financial year(s) and

spent in the subsequent year(s) for achieving the objects of the Trust.

3. POWERS AND FUNCTIONS OF THE TRUSTEES

Without affecting the generality of powers and functions of the Trustees to manage and administer the trust, the Board of Trustees shall have the following functions and powers:

- 3.1 To apply the whole or part of the Trust Fund to any one or more of the purposes and objects of the Trust, as the Trustees may, in their discretion, deem fit, from time to time.
- 3.2 To sell and deal with the Trust Fund and/or any investments for the time being and apply such proceeds towards the objects of the Trust.
- 3.3 To borrow moneys required for furtherance of any one or more of the objects of the Trust, either with or without any security and at such rate of interest and on such terms and conditions as the Trustees may, in their absolute discretion, think fit.
- 3.4 To accept any deposit, donation, or contribution in cash or in kind from any person, firm, company, corporation, associations, institutions, trust, society (including the Settlor or the Trustees or any of them) for furtherance of any one or more of the objects of the Trust on such terms and conditions as they may in their absolute discretion think fit and which are consistent with the objects of the Trust.
- 3.5 To discuss, negotiate, apply for and accept grants, gifts, subscriptions and other assistance from the Government of India, foreign governments, any State Government(s), public bodies, corporation, companies, international institutions, or persons for furtherance of the objects of the Trust. Provided that the Trust shall accept any such donations, subscriptions etc. in accordance with applicable law.

- 3.6 To collect, recover and receive dividends, rents and profits and other income of the Trust, and to pay out of the income, if applicable, all taxes, rates, assessments, expenses and outgoings for collection of the income, for the management of the Trust Fund and for administering and carrying out the Trust hereof;
- 3.7 To open one or more bank/ Demat accounts in the name of the Trust, with a scheduled commercial bank(s)/ depository participant(s) and operate such bank/ demat account(s) of the Trust and to give instructions to the bank/ depository participant for opening and operation of such accounts by one or more Trustees or by the person(s) duly authorized through resolution passed by the Board of Trustees. Subject to the requirements of the bank/ applicable law, a certified copy of such resolution signed by any two of the Trustees or the Chairman for the time being shall be good and sufficient evidence to any bank, person, firm or company transacting with the Trustees, of the authority of the persons named in such certified copy.
- 3.8 Where the Trust Fund consists of money and cannot be applied immediately or at an early date to the purposes of the Trust, the Trustees may, subject to the provisions of applicable law and of these presents, invest, either on their own or in association with any other person, the Trust Fund in any other instrument in a manner that the Trust does not lose its character as a public charitable institution.
- 3.9 To sell, vary, convert, dispose of, transfer or otherwise deal with the investments from time to time, by passing a resolution to this effect provided that the investment is in furtherance of the objects of the Trust;
- 3.10 To sell, dispose off, alienate, create charge or otherwise deal with any property comprising the Trust Fund as the Trustees may, in their absolute discretion think fit for furtherance of any one or more of the objects of the Trust. For the purpose of creation of charge on the Trust property,

the Trustees may deposit documents of title, or any other papers or documents or certificates with the lender bank(s) or financial institution(s) or other lenders.

- 3.11 To pay all charges and outgoing money payable in respect of any immovable property for the time being forming part of the Trust Fund and to carry out repairs required to be done and keep the same insured against loss or damage by fire and to incur all other costs, charges, and expenses incidental to the administration and management of the Trust Funds and the properties for the time being belonging to the trust, as they may, in their absolute discretion think fit.
- 3.12 To join, amalgamate and/or take over other trusts, societies, not for profit companies, and conditions as agreed upon. associations or institutions having similar objects as the Trust and to purchase, otherwise acquire, manage, control or aid any existing institutions or institutions having objects similar in whole or partially to the objects of this Trust and on such terms
- 3.13 To transfer all or any of the property, liabilities of the Trust to any one or more of the trusts, societies, not for profit companies, institutions, or associations whose objects are similar to that of the Trust. Provided that, no such transfer shall be permitted to any person carrying out any activity for profit.
- 3.14 To transfer and hand over the management of the Trust to any other society, not for profit company, institution, trust or organization on such terms and conditions as the Trustees believe fit, in their absolute discretion with the consent of the Settlor. The Trustees for the time being shall become discharged from the Trust after the transfer of the Trust and the Trust Funds in accordance with this Clause.
- 3.15 To settle all accounts, to compromise, compound, abandon or refer any disputes or proceedings to arbitration etc. as the Trustees believe proper and to not be responsible for any loss that caused to the Trust Fund unless, such loss is

occasioned by or arising out of any willful neglect, malfeasance or breach of trust by the Trustees.

- 3.16 To make, vary, alter or modify schemes, rules and regulations for carrying out the objects of the Trust and for the management of the affairs of the Trust, and/or running any institution in furtherance of the objects of the Trust and otherwise for giving effect to the objects of the Trust.
- 3.17 To appoint constituted attorneys or agents and delegate to such attorneys or agents all or any of the powers vested on them under these presents and have the power to remove them and reappoint others.
- 3.18 To employ any officer, consultant or agent/servant to transact all or any business of whatever nature to further the objects of the Trust, including day to day management of the Trust, receipt and payment of money and shall be allowed and paid all charges and expenses incurred for employing such person(s) provided, however, that the Trustees shall not be responsible for the default of any such officer, consultant, agent/servant or any loss occasioned by his employment, provided that reasonable supervision has been exercised.

4. FINANCIAL YEAR AND ACCOUNTS

- 4.1 The Trustees shall prepare an annual budget and annual expenditure statements and shall get the income and expenditure statement and balance sheet of the Trust audited by an auditor duly appointed by the Board of Trustees.
- 4.2 The Trustees shall ensure that true and accurate accounts are kept of all moneys received and spent and of all matters related in course of management of the Trust Fund or in relation to the carrying out the objects and purposes of the Trust as well as of all the assets, credits and effects of the Trust Fund.

- 4.3 The financial year of the Trust shall be for a period of twelve (12) calendar months starting on April 1st each calendar year and ending on March 31st of the subsequent calendar year. Provided that, the Board of Trustees shall be at liberty to change the same from time to time if they so deem fit and proper and in accordance with applicable Laws. The first financial year of the Trust shall close on March 31, 2016.

5. LIABILITY OF THE TRUSTEES AND INDEMNIFICATION

- 5.1 The Trustees shall be accountable only for such moneys', contributions and funds as shall actually come into their hands and a Trustee shall not be answerable or accountable for neglect, default, acts or omission or commission of the other Trustees, nor of any banker or other person with whom the trust properties or any securities may have been deposited or kept for furtherance of any one or more of the objects of the Trust.
- 5.2. The Trustees, without prejudice to any other statutory or other right to indemnification that they may have, shall be jointly and severally indemnified out of the Trust Fund at all times in respect of each and every claim made against them or any one of them whether in their capacity as Trustees or personally in respect of any liability arising from or in respect to the Trust, its affairs and administration; its activities or any aspect of any of the same. Provided that the right of a Trustee to an indemnity under this clause shall not extend to any claim arising from wilful fraud or wrongdoing or wrongful omission or commission on his part.

6. RIGHT OF TRUSTEES

6.1 RIGHT TO DELEGATE:

To appoint or make provision for the appointment of any person (including all or any of the Trustees and committees or administrator or otherwise) for the purpose of

administration of the Trust in such manner and subject to rules and regulations as the Trustees may prescribe and also to appoint or provide for the appointment of separate Trustees to hold any fund or investment subject to the provisions of this Deed in such manner and subject to such rules and regulations as the Trustees believe are required.

6.2 **RIGHT TO APPOINT PROFESSIONAL ADVISORS:**

To appoint secretaries, managers, lawyers, auditors, architects, engineers, surveyors or other employees for the purpose of management and supervision of the Trust Fund; for collection of rents, effects and profits; for keeping the accounts and records and for other purposes of the Trust.

6.3 **RIGHT TO RECEIVE ADVICE:**

The Trustees may, in the discharge of their duties, act upon any advice obtained from the any consultant or advisor appointed by them.

7. **MEETINGS AND PROCEEDINGS OF THE TRUST**

7.1 One-thirds (1/3rd) of the Trustees (in number) or two (2) Trustees, whichever is higher, shall form the quorum for a meeting of the Trustees. If the number of the Trustees falls below the quorum fixed for a meeting of the Trustees, the remaining Trustees may nevertheless act for the purpose of discharging the functions of the Trust provided that the number of remaining members is at least two

7.2. All matters will be decided by a majority of the Trustees by voting by show of hands and electronic means as permitted by law.

7.3 Resolution passed without any meeting of the Trustees but by circulation amongst Trustees and evidenced in writing under the hands of a majority of them shall be as valid and effectual as a resolution duly passed at a meeting of Trustees. The same shall be noted at the next meeting of the Trustees.

- 7.4 All proceedings and questions and matters arising at the meeting of the Trustees shall be decided by a majority of votes and in case of equality of votes the Chairman shall have a second or casting vote. Provided that the consent of the Chairman is essential for deciding any question dealing with the disposal of the Trust Fund.
- 7.5 The Chairman of the Board of Trustees shall have the power to determine, in case of doubt, whether any money or property shall for the purpose of the charity be considered as capital or income and whether out of income or capital any expenses or outgoings ought to be paid or borne. Every such determination shall be binding and conclusive provided that nothing contained shall be deemed to authorize the Trustees to spend the income or corpus of the Trust for any purpose not authorized by these presents.
- 7.6 Notices of meetings of the Trustees and all communications may be sent to the Trustees at their addresses registered for the time being in the records of the Trust or by email. The notice shall communicate the date, time, and place at which the meeting shall take place along with the agenda for such meeting.
- 7.7 All meetings of the trust shall be held at such place and at such time as the Chairman of the Trust shall decide. If at the time appointed for the meeting, a sufficient number of Trustees to form a quorum is not present or at any meeting the business is not completed, the Trustees present may adjourn the meeting to the next day at the same time and place or such other time and place as may be decided by the Chairman. Provided that if the meeting is adjourned for more than seven (7) days, fresh notice shall be forthwith delivered or sent by post/courier to each Trustee.
- 7.8 A trustee who is unable to attend a meeting of the Trustees may send his views on the agenda in writing and such expression of opinion shall be taken to be his vote on the matter concerned.

7.9 The minutes of the proceedings of every meeting of the Trustees shall be entered in a book kept for recording minutes of meetings of the Trustees. The Minutes shall be signed by the Chairman of such meeting or of the following meeting and shall, when so entered and signed, be conclusive evidence of the business and other matters transacted at such meeting.

8. TERMINATION

8.1 This Trust shall terminate and be dissolved automatically without any further action on part of the Trustees:

- (a) in the event of the Trust becoming illegal; or
- (b) upon the determination by the Trustees with the consent of the Settlor, that the Trust should be terminated due to change in regulatory, tax or other requirements or such changes are so onerous that it is impracticable for the Trust to achieve its objects;
each referred to as an "Event of Dissolution".

8.2 Upon occurrence of any Event of Dissolution, the Trustees shall commence arrangements to pay all the liabilities of the Trust.

8.3 In the event of dissolution or winding up of the Trust, the Trust Funds remaining as on the date of the dissolution or winding up shall under no circumstance be distributed among the Trustees, but the same shall be transferred to another charitable trust or society or companies registered under Section 25 of the Companies Act, 1956, or Section 8 of the Companies Act, 2013 which are registered under Section 12 AA of the Income Tax Act, 1961 and recognized under Section 80 G of the Income Tax Act, 1961 for the purposes of availing tax benefits available to charitable institutions under the Income Tax Act, 1961, and whose objects are similar to those of the Trust.

9. AMENDMENT

9.1 This Trust Deed may be amended by the Trustees by way of a deed of amendment under the following circumstances:

- (a) to add to the representations, duties or obligations of the Trustees or surrender any rights or power granted to the Trustees herein; or
- (b) to cure any ambiguity or correct or supplement any provisions hereof which may be inconsistent with any other provision hereof or of any requirement of law, or correct any printing, stenographic or clerical errors or omissions; or
- (c) to make any modification or amendment which is not against the intent of the Settlor at the time of formation of the Trust.

10. MISCELLANEOUS

10.1 OVERRIDING EFFECT

In case of any conflict between the provisions of this Trust Deed and any other deed, agreement or document the provisions of this Trust Deed shall prevail. However, in such an eventuality, best endeavors shall be made to achieve harmonious construction, taking into account all relevant documents and/or agreements.

10.2 GOVERNING LAW AND JURISDICTION

This Trust Deed is established under and is subject to the laws of India and the courts of New Delhi shall have exclusive jurisdiction for the administration and adjudication hereof.

10.3 SEVERABILITY

If any of the Clauses or any part hereof is or are declared to be ineffective, inoperative or void, the same shall not affect

the validity or enforceability of this Trust Deed or any other part of such Clause or any other Clauses as the case may be.

10.4 COUNTERPARTS

This Trust Deed may be executed in several counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument, provided that both the Parties execute each such counterpart.

10.5 PRELIMINARY EXPENSES

The Trustees shall have power to pay out of the Trust Fund all expenses of whatsoever nature incidental to the creation of the Trust.

IN WITNESS WHEREOF the SETTLOR has executed these presents on the day, month and year above mentioned.

WITNESSES:

1.

SETTLOR

2.

TRUSTEES

TRUE COPY

ANNEXURE A-2

Meeting of Board of Trustees on June 4, 2016**Location:**

E-215 3rd Floor, East of Kailash, New Delhi, Delhi 110065.

Trustees Present:

Nikhil Pahwa
Apar Gupta
Ram Jit Singh Chima

Summary of Proceedings:

The following resolutions were proposed and carried. A summary of the resolutions and their outcomes are produced here, with the full recording of each resolution reproduced later in this meeting record:

1. **Resolution 1.1:** Election of Chairman in pursuance of clause 2.1.2 of Trust Deed

Outcome: Nikhil Pahwa elected as Chairman.

2. **Resolution 1.2:** Establishment of bank account for the Trust Fund

Outcome: Resolved that the Trustees would be empowered to establish a bank account with HDFC Bank, East of Kailash, New Delhi for the Trust Fund.

3. **Resolution 1.3:** Solicitation of additional Trustees under power enabled by clause 2.13 of Trust Deed

Outcome: Resolved that the Trust would solicit the following named individuals to join as additional Trustees subject to the signing and execution of a deed

of adherence from them - Aravind Ravi Sulekha,
Kiran Jonnalagadda, Rohin Dharmakumar, and
Karthik Balakrishnan.

Subsequent to the discussion, voting, and unanimous acceptance
of these resolutions, the first meeting of the Trust for 2016-17 was
dissolved.

The Trustees below named do hereby verify and affirm that these
are the truthful and accurate minutes of the meeting of the Board
of Trustees of the Internet Freedom Foundation Trust.

Sd/-
(Apar Gupta)

Sd/-
(Raman Jit Singh Chima)

Sd/-
(Nikhil Pahwa)

Record of proceedings:**Board of Trustees****Resolution 1.1**

June 4, 2016.

In pursuance of clause 2.1.2 of the Trust Deed, the Trustees wish to choose a Chairman from amongst themselves by election;

On a motion from Raman Jit Singh Chima, seconded by Apar Gupta, the name of Nikhil Pahwa was put forward as Chairman;

The motion was carried unopposed and Nikhil Pahwa was appointed as Chairman.

Sd/-
(Apar Gupta)

Sd/-
(Raman Jit Singh Chima)

Sd/-
(Nikhil Pahwa)

TRUE COPY

42

ANNEXURE A-3



INTERNET
FREEDOM
FOUNDATION

DEED OF ADHERENCE

THIS DEED OF ADHERENCE ("Adherence Deed") is made at New Delhi on this 10th day of August 2016,

BETWEEN:

1. Mr. Raman Jit Singh Chima, son of Mr. G.S. Chima, resident of D-II/70 Kaka Nagar, New Delhi-110003,
2. Mr. Nikhil Pahwa, son of Mr. P. K. Pahwa, resident of 20-A Rajpur Road, Civil Lines, Delhi-110054,
3. Mr. Apar Gupta, son of Mr. Mukesh Gupta, resident of 124-G, Central Avenue, Sainik Farms, New Delhi - 110062.

(hereinafter sometimes collectively referred to as the "Founder Trustees" and individually as "Founder Trustee" which expression shall, unless excluded by or repugnant to the subject/context, be deemed to include its heirs, executors, administrators assigns and representatives)

IN FAVOUR OF

1. Mr. Rohin Dharmakumar son of Mr. V.S. Dharmakumar, resident of 39, Ozone Residenza, Haralur Road, Bangalore-560102,
2. Mr. Kiran Jonnalagadda, son of Mr. J.V. R Sharma, resident of No 141/142, Second Cross, Pai Layout, Hulimavu Gate, Bannerghatta Road, Bangalore-560076,
3. Mr. Karthik Balakrishnan, son of Mr. Balakrishnan Ramani, Resident No. 351, Fifth Cross, Cambridge Layout, Ulsoor, Bangalore-560008,
4. Mr. Aravind Ravi Sulekha, son of Mr. Ravi Ramakrishnan, resident of 611 Vars All Seasons, Fourth Main Konena Agrahara, Bangalore-560017,
5. Ms. Rachita Taneja, daughter of Ms. Sunita Taneja, resident of 2789, 3rd Floor, 18th B Main, Fifth Cross, HAL 2nd Stage, Bangalore - 560008.

(hereinafter collectively referred to as the "New Trustees" and individually as "New Trustee" in this document, which expression shall, unless excluded by or repugnant to the subject/context, be deemed to include its heirs, executors, administrators assigns and representatives)

WHEREAS



**INTERNET
FREEDOM
FOUNDATION**


- (A) This Deed is supplemental to the Trust Deed dated May 2, 2016 by which the Founder Trustees established Internet Freedom Foundation (hereinafter, the "Trust") with an objective to create awareness and public participation on policy and legislative agenda.
- (B) The New Trustees have laid down their proposal before the Founder Trustees for appointment as trustees to the Board of Trustees of the Trust.
- (C) The Founder Trustees have discussed and unanimously accepted the proposal of the New Trustees to be appointed as trustees to the Board of Trustees of the Trust.
- (D) This deed has been entered into pursuant to clause 2.13 (c) of the Trust deed dated May 2, 2016.

IN WITNESS WHEREOF the parties have executed these presents on the day, month and year above mentioned.

FOUNDER TRUSTEES:

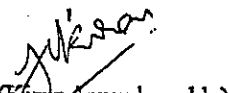

(Apar Gupta)

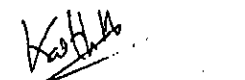

(Raman Jit Singh Chima)


(Nikhil Pahwa)

NEW TRUSTEES:


(Robin Dharmakumar)

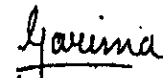

(Kiran Jonnalagadda)

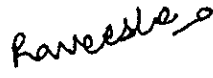

(Karthik Balakrishnan)


(Aravind Ravi Sulekha)

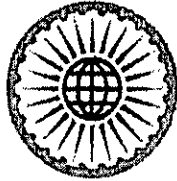

(Rachita Taneja)

WITNESSES:

1. 
Garima Jain

2. 
RAVEESHA GUPTA

TRUE COPY



INTERNET
FREEDOM
FOUNDATION

44
ANNEXURE A-4

Profile of Trustees

Apar Gupta

Enrolled with the Delhi Bar Council and practising law since 2007. Apar is a graduate of Amity Law School, Delhi and completed his master's degree at Columbia Law School. He has subsequently taken seminar courses at National Law School India University, Bangalore and National Law University, Delhi on Information Technology and Media Laws. He has also extensively written on these subjects in journals and more popular publications including the Indian Express, Times of India, the Telegraph amongst many others.

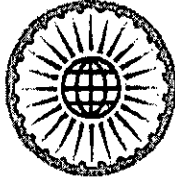
Apar has authored a book on the Information Technology Act, 2000 published by Lexisnexis that is presently in its 3rd Edition. His public interest work includes:

- Junior counsel in People's Union for Civil Liberties (PUCL) in *Shreya Singhal v. Union of India* (W.P. CrI. 199/2013).
- Junior counsel in Foundation for Media Professionals (FMP) in *Subramaniam Swamy v. Union of India* (W.P. CrI. 106/2015) challenging the constitutionality of criminal defamation.
- Counsel in *Gaurav Sureshbhai Vyas v. Union of India* (SLP 601/2016) special leave petition challenging a Gujarat High Court judgement upholding the legality of internet shutdowns.
- Drafted the Protection of Speech and Reputation Bill, 2016 that aims to repeal criminal defamation and codify civil defamation law.
- Was part of the drafting team on the, "SaveTheInternet" campaign and co-authored the answers, briefs and submissions. Is a co-founder of the Internet Freedom Foundation.

For his work he has been listed in by Forbes India magazine in its list of 30 Indians under 30 years of age for work on internet and media law and policy. He was previously worked in the law offices of Karanjawala & Co. and Advani & Co.

Aravind Ravi Sulekha

Is the co-founder of Belong, a startup that provides a neighbourhood chat service. He is a technologist, trained as an engineer with degrees from IIT Kharagpur (BTech) and IIM Ahmedabad (MBA). He previously founded and ran Scrollback, a service inspired by Twitter and Internet Relay Chat that transformed online forums into light-weight, mobile friendly micro-forums. He previously worked with startups including Ictoban Online Services, Notion Ink, and Capillary Technologies. He has provided expert inputs on Internet and mobile technologies, including most recently to the Telecom Regulatory Authority of India's mobile wi-fi hotspots consultation.



**INTERNET
FREEDOM
FOUNDATION**

45

Karthik Balakrishnan

Is a member of HasGeek and helped create the Chennai Rains crisis response platform which crowdsourced information and emergency response resources via the internet. Karthik was a founding volunteer with the SavetheInternet.in campaign, having helped with the technology platform that allowed 1 million+ Indians to contribute to the TRAI consultative process on net neutrality.

Kiran Jonnalagadda

Co-founder of HasGeek, a platform for people in technology to learn from their peers and find new opportunities. HasGeek hosts several popular technology conferences including The Fifth Elephant, Rootconf, JSFoo and 50p. Previously, Kiran was a Program Manager at Comat, overseeing technology for the Nemmadi telecentre network in Karnataka, with 800 rural telepresence kiosks offering government and commercial services to rural citizens.

Kiran has a long background with the FOSS movement in India, and has worked on technology projects in sectors including media, academia, research, government and the private sector. Kiran is also a co-founder of the SaveTheInternet campaign and the Internet Freedom Foundation.

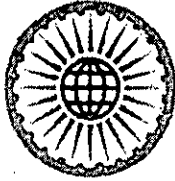
Nikhil Pahwa

Founder and Editor of MediaNama, a publication chronicling the growth of India's digital ecosystem. MediaNama was awarded as an Ecosystem Builder as a part of the "40 under 40" awards from Fortune Magazine in 2016. He is a TED Fellow, and co-founded the Savetheinternet.in campaign for Net Neutrality.

Rachita Taneja

Campaigns Manager and founding team member at Jhatkaa.org, a multi issue advocacy organisation. She is a founding volunteer with the Save The Internet campaign and a volunteer trustee with the Internet Freedom Foundation. Her main areas of work include women's rights, and environmental rights, and digital rights.

Rachita runs the popular feminist webcomic Sanitary Panels which comments on politics, current affairs, women's rights, society and culture. In the past, Rachita worked with Greenpeace India where she launched tools for distributed campaigning and volunteer engagement and managed their social media presence. Rachita graduated from Delhi University with a Bachelors in Mass Media and Mass Communication.



**INTERNET
FREEDOM
FOUNDATION**

76

Raman Jit Singh Chima

Serves as Policy Director at Access Now, leading the organisation's team of global public policy staff in protecting an open Internet and advancing the rights of users at risk across the world. He is a founding volunteer with the SaveTheInternet.in net neutrality coalition, a co-founder of the Internet Freedom Foundation, and assisted the legal team involved in the Supreme Court of India's landmark *Shreya Singhal v. Union of India* judgment on Internet free speech. He has been included in Forbes Magazine's 30-Under-30 list of leaders in India under the Law and Policy category.

Prior to this, he served as Policy Counsel and Government Affairs Manager with Google based in Delhi across 2010-2014 and advised government, industry bodies and academia on technology policy issues. He is an India qualified lawyer enrolled with the Bar Council of Delhi and clerked for Justice V.S. Sirpurkar of the Supreme Court of India, in addition to training with India's National Judicial Academy and National Human Rights Commission. Raman has studied Internet regulation as an independent research fellow with the Sarai programme of the Centre for the Study of Developing Societies, and contributed to Freedom House's inaugural Freedom on the Internet report in 2009. He holds a Bachelors in Arts and Law (Honours) from the National Law School of India University, Bangalore, where he was Chief Editor of the Indian Journal of Law and Technology.

Rohin Dharmakumar

Co-founder and CEO of The Ken, a new, digital, subscription-driven publication headquartered out of Bangalore. He has also been a senior journalist with Forbes India magazine for over 5 years, during which he specialized in investigative and deeply-reported features on technology, telecom, e-commerce and startups. Rohin has over 15 years of experience across journalism, entrepreneurship, marketing and consulting.

He holds an MBA from the Indian Institute of Management, Calcutta and an engineering degree in Computer Sciences from the R.V.C.E., Bangalore.

TRUE COPY